



Commonwealth of Virginia
Virginia Information Technologies Agency

CISCO DATA NETWORKING PRODUCTS

Optional Use Contract

Date: July 8, 2003

Contract #: VA-000712-DISY

Authorized User: State Agencies and Other Public Bodies

Contractor: Digital Intelligence Systems Corp. (DISYS)
4151 Lafayette Center Drive
Suite 600
Chantilly, VA 20151

FIN: 54-1715860

Contact Person: Virginia Sales Team
(P) 703-802-0500
(F) 703-802-0798

Contract Discount From Price List: See attached "Schedule A"

Contract Price List: The Catalog and Price list for this solicitation shall be Cisco Systems Products Catalog and Global Price List Dated February 2000.

Term: July 12, 2003 – July 11, 2004

Payment: Net 30 days

For Additional Information, Please Contact:

Contract Compliance Information:
Mrs. T. J. Hudson
Contracts Administrator
Phone: 804-371-5971
E-Mail: tj.hudson@vita.virginia.gov
Fax: 804-371-5969

Technical Information:
J.B. Edmonds
Deputy Director
Phone: 804-371-5948
E-Mail: jb.edmonds@vita.virginia.gov
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NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.oas.virginia.gov>

CONTRACT #VA-000712-DISY
CONTRACT CHANGE LOG

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VITA: Prior review and approval by the Virginia Information Technologies Agency (VITA) is required for purchases in excess of \$100,000.00 for State Agencies and Institutions only.

HOW TO PLACE ORDERS:

1. Call Contractor and request a current price list (maintain a copy with the procurement transaction file.)
2. Select product(s).
3. Apply applicable Discount.
4. Issue Purchase Order (show list price(s) and discount price(s) on purchase order).

OR

1. Call contractor and request a written price quote for products.
2. In addition to the written price quote, request a copy of the price list to verify discounts were applied by the Contractor (Maintain a copy of the price list with the procurement transaction file.)
3. Issue purchase order (show list price(s) and discount price(s) on purchase order).

DELIVERY: 21 days ARO or as mutually agreed. Ordering entity should verify with Contractor that product desired is not on back order, etc., and establish a delivery date before issuing a purchase order.

WARRANTY: Depot warranty (Return to vendor) services (labor, parts and software upgrades) for a period of not less than twelve (12) months or such greater period as may be provided in the Schedule, beginning on the date of acceptance, at no cost to the State, for all Products purchased hereunder.

For On-Site Warranty/Maintenance the Contractor shall act as sole point of contact for all Units repaired. The Contractor shall respond to all requests for warranty/maintenance within response times denoted for each type of On-Site maintenance designated. Contractor shall repair the Products or provide an interim replacement product, within 24 hours of the arrival on customer's site. Any interim product(s) will be provided at no additional cost to the State, until the original product is returned, in good working condition and re-installed.

Prior to the expiration of any warranty/maintenance period, whenever Products are shipped for mechanical repair or replacement purposes, the Contractor will bear all costs associated with returning the Products to the Contractor's repair facility. When repair of the Product is completed the Contractor shall bear all costs associated with returning the Products to the State's original point of shipment. Cost of shipping includes, but not limited to, costs of Packing, transportation, rigging, drayage, and insurance for damage or loss. Contractor Shall repair the Products or provide interim replacement product within 72 hours of notification that a malfunction exists. Any interim product(s) will be provided at no additional cost to the State, until the original product is returned, in good working condition. All parts used under this Agreement must be new parts or refurbished parts certified as new. Parts which have been replaced shall become the property of the Contractor.

SCHEDULE A

1.	Percent off Cisco Price List for Data Networking Products Order by all Governmental Entities other than Education	<u>36.7%</u>
2.	Percent off Cisco Price List for Data Networking Products Ordered by Educational Institutions	<u>32%</u>
3.	Percent off Multi-Service Implementation	<u>49.4%</u>
4.	Percent off MSSBU Products Implementation	<u>54%</u>
5.	Percent off for NSSU Products Implementation	<u>49.4%</u>
6.	Flat Rate Price to Install Category A Products	<u>\$1,750.00</u>
7.	Flat Rate Price to install Category B Products	<u>\$1,225.00</u>
8.	Flat Rate Price to install Category C Products	<u>\$ 560.00</u>
9.	Flat Rate 12 mo. Price to upgrade from depot warranty to 8x5NBD On-Site	<u>\$ 170.00</u>
10.	Flat 12 mo. Price upgrade from depot warranty to 24x7x4 On-Site	<u>\$ 285.00</u>
11.	Flat 12 mo. Price to upgrade from depot warranty to 24x7x2 On-Site (see Note 20)	<u>\$ 387.00</u>
11a.	For the initial Term of the Agreement, the Commonwealth may upgrade depot warranty to SmartNet at a 10% discount from catalogue price. For all renewal periods after the initial term of the Agreement, the Commonwealth may upgrade depot warranty to SmartNet at 16% Discount from catalogue price.*	
12.	Percent off catalogue price for SmartNet (to commence after one year warranty)	<u>16%</u>
13.	12 mo price to upgrade from SmartNet 24x7x4 to 24x7x2 (after expiration of warranty)	<u>\$ 325.00</u>
14.	Hourly Time and Materials Rate (8x5 PPM)	<u>\$ 120.00</u>
15.	Hourly Time and Materials Rate (Non PPM)	<u>\$ 180.00</u>

Note:

Percent off will be calculated from the Prices contained in the CISCO Systems Global Product and Price List.

*For any SmartNet Maintenance required by the Commonwealth, for equipment either purchased from this Contract or owned prior to this Contract, the price to the Commonwealth shall be at least 16% discount from the catalogue price, for any annual period subsequent to the warranty, if applicable.